

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B2400376

PRINT DATE: 04/09/12

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### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1520813538

DAIRY MAID DAIRY INC  
259 E 7TH ST

FREDERICK, MD 21701  
(301 ) 663-5114

### REFER QUESTIONS TO:

MARGIE HAJIANTONI  
(410 ) 767-3039  
MARGARET.HAJIANTONI@DGS.STATE.MD.US

### ITB:

**EXPR DATE:** 01/01/13  
**POST DATE:** 12/27/11

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

\*\*\*\*\*  
\* MILK & DAIRY PRODUCTS \*  
\* FOR \*  
\* SOUTHERN MD AND WASHINGTON METRO \*  
\* (REGIONS B & E) \*  
\*\*\*\*\*

VENDOR CONTACT: CHERI COWAN 301-663-5114

GEOGRAPHICAL LOCATION: CHARLES; CALVERT; AND ST. MARY'S COUNTIES.  
GREATER WASHINGTON (REGION B) AND SOUTHERN MD (REGION E) - TO INCLUDE  
FREDERICK; MONTGOMERY; PRINCE GEORGE'S; CHARLES; CALVERT; AND ST.  
MARY'S COUNTIES (INCLUDING, BUT NOT LIMITED TO REGIONAL INSTITUTE FOR  
CHILDREN & ADOLESCENTS (RICA) - ROCKVILLE; RICA - CHELTENHAM;  
CHELTENHAM YOUTH FACILITY; THOMAS J. S. WAXTER CHILDREN'S CENTER; MD  
SCHOOL FOR THE DEAF - FREDERICK; AND SOUTHERN MD PRE-RELEASE UNIT).

CONTRACT PERIOD: JANUARY 1, 2012 THRU DECEMBER 31, 2012 (1 YEAR)

THIS CONTRACT MAY BE UNILATERALLY EXTENDED TWO (2) TIMES FOR AN  
ADDITIONAL ONE (1) YEAR PERIOD PROVIDING THE TERMS AND CONDITIONS  
REMAIN THE SAME. THE PRICING IS BASED ON THE USDA FEDERAL MARKET  
ORDER FOR THE NORTHEAST MARKETING AREA.

PROCESSING FEE:

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CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

(2) THE PROCESSING FEE SHALL BE SUBMITTED TO THE FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES.

(3) FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT

IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$5,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. TO ANY POINT WITHIN THE SPECIFIED REGION, AND INCLUDE FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

### PRICE ESCALATION/DE-ESCALATION:

IF DURING THE CONTRACT PERIOD THE PRICE OF CLASS I BULK MILK (PER CWT) AS DETERMINED UNDER USDA FEDERAL MARKET ORDER FOR THE NORTHEAST MARKETING AREA INCREASES OR DECREASES, THE CONTRACT PRICES MAY BE ADJUSTED IN DIRECT PROPORTION TO THE PRICE CHANGE REFLECTED IN THE CLASS I SKIM MILK AND CLASS I BUTTERFAT PRICE ADJUSTED BY LOCATION DIFFERENTIAL. PRICE ADJUSTMENT WILL BE CALCULATED ON THE BASIS OF 8.6 LBS PER GALLON, 11.6279 GALLONS PER CWT. PRICE ADJUSTMENT REQUEST IS REQUIRED AND MUST INCLUDE PRODUCT PREMIUM ASSESSMENT FEE FOR EACH MONTH OF SUBMISSION.

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VENDOR IS TO FAX PRICE ADJUSTMENTS EACH MONTH TO THE PROCUREMENT OFFICER AT 410-333-7022, AT LEAST ONE (1) WEEK PRIOR TO THE ADJUSTMENT.

PRODUCTS OTHER THAN THOSE LISTED UNDER CLASS I MILK ON THE USDA FEDERAL MARKET ORDER FOR THE NORTHEAST MARKETING AREA WILL REMAIN FIXED THROUGHOUT THE CONTRACT TERM AND SUBSEQUENT RENEWALS.

\*\*\* FIXED PRICES SHALL BE LISTED ON THE CONTRACT LINE ITEMS; PRICES FOR CLASS ONE MILK PRODUCTS WILL BE LEFT BLANK ON THE LINE ITEM. THE ADJUSTED PRICE WILL BE LISTED MONTHLY IN THE NOTEPAD OF THE CONTRACT IN THE STATE FINANCIAL MANAGEMENT INFORMATION SYSTEM (FMIS).

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	38075-710035	HP	.4809

MILK LACTAID 100% FAT FREE

HALF PINT CONTAINER

DAIRY EASE BRAND, PRODUCT #958, 12 PER CASE

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0002	38075-7203XX	HP	
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MILK, SKIM, HALF-PINT CONTAINER, PAPER.

PAPER CARTON

DAIRY MAID BRAND, PRODUCT #207, 50 PER CASE.

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0003	38075-7203XX	HP	
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MILK, SKIM, HALF-PINT CONTAINER, PAPER.

PLASTIC CONTAINER.

DAIRY MAID GRAB N GO, PRODUCT #208, 50 PER CASE.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0004	38075-7201XX	HG	
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MILK, SKIM, HALF-GALLON CONTAINER, PAPER.  
PAPER OR PLASTIC  
DAIRY MAID BRAND, PRODUCT #203, 9 PER CASE.

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0005	38075-710010	EA	
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MILK, 1% BUTTERFAT, HOMOGENIZED, HALF PINT CONTAINER, PAPER  
PAPER CONTAINER

DAIRY MAID GRAB N GO, PRODUCT #148, 50 PER CASE.  
ALSO AVAILABLE IN PLASTIC, PRODUCT #148.

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0006	38075-710011	GL	
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MILK, ONE PERCENT, BUTTERFAT, HOMOGENIZED GALLON.

DAIRY MAID BRAND, PRODUCT #142, 4 PER CASE.

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0007	38075-4042XX	HP	
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MILK, 2% BUTTERFAT, HOMOGENIZED, HALF-PINT CONTAINER, PAPER.  
PAPER CARTON.

DAIRY MAID GRAB N GO, PRODUCT #108, 50 PER CASE.  
ALSO AVAILABLE IN PLASTIC, PRODUCT #107.

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0008	38075-4102XX	HG	
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MILK, 3.25% MINIMUM BUTTERFAT, HOMOGENIZED, HALF-GALLON CONTAINER, PAP  
DAIRY MAID BRAND, PRODUCT #3, 9 PER CASE.

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0009	38075-2802XX	HP	
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MILK, CHOCOLATE, HALF PINT

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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PAPER CARTON, FAT-FREE.  
DAIRY MAID GRAB N GO, PRODUCT #340, 50 PER CASE  
ALSO AVAILABLE IN PLASTIC, PRODUCT #345.

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0010	38075-7205XX	HP	
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MILK, STRAWBERRY, HALF-PINT CONTAINER,  
PAPER CONTAINER. FAT FREE.  
DAIRY MAID GRAB N GO, PRODUCT #341, 50 PER CASE.  
ALSO AVAILABLE IN PLASTIC, PRODUCT #343.

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0011	38075-1800XX	QT	.7216
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BUTTERMILK, QUART CONTAINER, PAPER.  
PAPER OR PLASTIC CONTAINER.  
DAIRY MAID BRAND, PRODUCT #234, 16 PER CASE.

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0012	38075-3006XX	BX	10.8834
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HALF & HALF, MINIMUM 3/8 OZ., INDIVIDUALS, 348/BX.  
400 PER CASE. PRODUCT #709.

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0013	38075-3008XX	QT	1.2732
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HALF & HALF, QUART CONTAINERS, PAPER.  
PAPER OR PLASTIC CONTAINER.  
DAIRY MAID BRAND, PRODUCT #504, 16 PER CASE.

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0014	38075-5020XX	LB	6.8500
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COTTAGE CHEESE, LOW FAT, 5 LB. CONTAINER  
BISON BRAND, PRODUCT #612, 4 PER CASE.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0015	38075-3004AX	EA	5.5300

SOUR CREAM, 5 LB. CONTAINER,

BISON BRAND, PRODUCT #602, 4 PER CASE.

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0016	38075-9000XX	CO	.4800
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YOGURT, LOW FAT, ASSORTED FLAVORS, 8 OZ. CONTAINERS  
8 OZ CONTAINER.

UPSTATE FARMS BRAND, 12 PER CASE. BLUEBERRY (651), PEACH (655),  
CHERRY/VANILLA (656), STRAWBERRY/VANILLA (657) & STRAWBERRY (659).

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0017	38075-9003XX	CO	4.5400
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YOGURT, LOW FAT, ASSORTED FLAVORS, 5 LB CONTAINERS  
PLAIN ONLY

UPSTATE FARMS BRAND, PRODUCT #637, 4 PER CASE.

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0018	39399-20HALF	EA	2.4557
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EGG NOG, LIQUID, HALF GALLON CONTAINER

DAIRY MAID BRAND, PRODUCT # 523, 9 PER CASE.

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0019	38075-3000XX	QT	2.3502
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CREAM, HEAVY WHIPPING, QUART CONTAINERS, PAPER.  
PAPER OR PLASTIC CONTAINER.

DAIRY MAID BRAND, PRODUCT #514, 16 PER CASE.

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0020	38075-8001XX	EA	1.7200
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WHIPPED CREAM 14 OZ. CANS

14 OZ. CAN

DAIRY FRESH BRAND, PRODUCT #911, 12 PER CASE.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0021	39360-590853	EA	.1953

ORANGE JUICE, 100% PURE, NO SUGAR OR PRESERVATIVES ADDED. 1/2 PINT  
CONTAINER - 24 CTR/CARTON  
GROVE FRESH BRAND, PRODUCT #578, 50 PER CASE.

0022	39385-0000XX	EA	.0800
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ICED TEA W/LEMON, HP

POLAR CHILL BRAND, PRODUCT #858, 50 PER CASE.

0023	38075-6001XX	HP	.0800
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ORANGE DRINK, HALF-PINT CONTAINERS, PAPER  
POLAR CHILL BRAND, PRODUCT #818, 50 PER CASE.

0024	38075-6002XX	HP	.0800
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LEMONADE DRINK, HALF-PINT CONTAINERS, PAPER  
REGULAR  
POLAR CHILL BRAND, PRODUCT #828, 50 PER CASE.

0025	38075-6003XX	HP	.0800
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FRUIT PUNCH DRINK, HALF-PINT CONTAINERS, PAPER.  
POLAR CHILL BRAND, PRODUCT #838, 50 PER CASE.  
ALSO AVAILABLE IN GRAPE, PRODUCT #848.

0027	24550	EA	
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MILK CRATES  
NO DEPOSIT REQUIRED.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0028	38075-9003XX	CO	4.5400

YOGURT, LOW FAT, ASSORTED FLAVORS, 5 LB CONTAINERS  
VANILLA FLAVOR, ITEM #638

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0029	38554-000025	CS	.1190
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ORANGE JUICE, 4 OZ. 96/CS

ITEM # 579

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0030	39360-04APPL	CS	.1025
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APPLE JUICE, 4OZ CONTAINER

ITEM # 589

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END OF ITEM LIST

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### DELIVERY:

AGENCIES USING THIS CONTRACT SHALL MAKE EVERY EFFORT TO UTILIZE  
VENDOR'S STANDARD DELIVERY SCHEDULES.

DELIVERY FREQUENCY WILL BE MAXIMUM FIVE (5) DAYS PER WEEK. MOST UNITS  
WILL REQUIRE LESS FREQUENT SCHEDULES. SOME AGENCIES REQUIRE INSIDE  
DELIVERY IN LIEU OF LOADING DOCK. UNLESS OTHERWISE INSTRUCTED BY THE  
USING AGENCIES, DELIVERIES ARE TO BE MADE IN COMPLIANCE WITH DELIVERY  
SCHEDULES AS INDICATED ON INQUIRY. DELIVERIES TO COVER SUNDAYS AND  
LEGAL HOLIDAYS WILL BE MADE ON THE PRECEDING DAY.

DELIVERY SCHEDULES, HOURS OF THE DAY, POINTS AT WHICH DELIVERIES WILL  
BE MADE AND ANY OTHER DELIVERY REQUIREMENTS SHALL BE ESTABLISHED BY  
THE RESPECTIVE AGENCIES AFTER AWARD AND PROVIDED TO THE CONTRACTOR IN  
WRITING.

NO DELIVERIES ARE TO BE MADE PRIOR TO 6:30 A.M. OR TO AN UNATTENDED  
AREA. DELIVERIES MADE TO AN UNATTENDED AREA WILL BE REJECTED. STATE  
EMPLOYEE MUST SIGN FOR EACH DELIVERY AFTER VERIFYING COUNT.  
INVOICES SUBMITTED FOR PAYMENT MUST BE ACCOMPANIED BY A SIGNED  
DELIVERY RECEIPT.

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### SECURE FACILITIES:

SECURITY CONCERNS VARY STATEWIDE, BUT ARE ESPECIALLY IMPORTANT AT CORRECTIONAL FACILITIES AND CERTAIN OTHER FACILITIES. CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES SHALL COMPLY WITH THE SECURITY REQUIREMENTS AT EACH FACILITY. AUTHORIZED USERS ARE RESPONSIBLE FOR ALERTING CONTRACTOR TO THESE REQUIREMENTS BEFORE OR WHILE PLACING THEIR FIRST ORDER.

CONTRACTORS ARE AWARE THAT COMMON SECURITY RESTRICTIONS INCLUDE:

IDENTIFICATION - ALL OF CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES, WHILE WORKING ON STATE PROPERTY, SHALL CARRY OR DISPLAY ACCEPTABLE IDENTIFICATION. REQUIREMENTS VARY BY AUTHORIZED USER. FOR INSTANCE, SOME FACILITIES REQUIRE A VISIBLE PHOTO-ID BADGE, WHILE OTHERS MAY REQUIRE A VALID DRIVER'S LICENSE INSTEAD.

VEHICLE SECURITY - IN MANY LOCATIONS, DRIVERS SHALL TURN OFF VEHICLE MOTORS AND LOCK CAB DOORS WHENEVER THEIR TRUCK IS UNATTENDED.

PATIENT/INMATE CONTACT - DELIVERY PERSONNEL SHOULD MINIMIZE INTERACTION WITH INMATES OR PATIENTS, AND SHALL REPORT ANY VERBAL CONTACT TO THE AUTHORIZED USER BEFORE LEAVING THE SITE.

DRIVERS WHO ENTER HIGH SECURITY FACILITIES SHALL HAVE PRIOR APPROVAL TO ENTER FROM SECURITY STAFF, GENERALLY INVOLVING A BACKGROUND CHECK TO ENSURE THAT THEY ARE NOT CONVICTED FELONS. AT SOME FACILITIES, TRUCKS SHALL BE SEARCHED PRIOR TO ENTRY AND EXIT, CAUSING UP TO 30 MINUTES DELAY EACH WAY.

AT CORRECTIONAL FACILITIES AND YOUTH CENTERS, DRIVERS CAN NOT HAVE ANY WEAPONS (INCLUDING JACK KNIVES OR BOX CUTTERS), CELL PHONES, PAGERS, DRUGS, TOBACCO PRODUCTS OR ANY ITEM DEEMED TO BE POTENTIAL CONTRABAND. CORRECTIONAL OFFICERS CAN HOLD THESE ITEMS FOR DRIVERS AT THE DELIVERY SALLY-PORT AND RETURN THEM AS THE DRIVER EXITS THE GROUNDS. ANY ILLEGAL ITEMS SHALL NOT BE RETURNED.

### ADDITIONAL TERMS & CONDITIONS:

IT IS UNDERSTOOD AND AGREED THAT ANY OR ALL PASTEURIZED MILK AND MILK PRODUCTS FURNISHED UNDER THIS CONTRACT SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MARYLAND MILK LAW, TITLE 21, SUBTITLE 04 OF THE MARYLAND HEALTH CODE.

ALL PRODUCTS FURNISHED UNDER THIS CONTRACT MUST BE PROCESSED IN A PLANT HOLDING A VALID MILK PROCESSORS PERMIT ISSUED BY THE STATE OF MARYLAND.

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THE FOLLOWING LISTED PRODUCTS SHALL MEAN:

1. SKIM MILK SHALL CONTAIN LESS THAN 0.5 PERCENT BUTTERFAT;
2. COTTAGE CHEESE SHALL CONTAIN A MINIMUM OF 4 PERCENT BUTTERFAT;
3. LOW-FAT COTTAGE CHEESE SHALL CONTAIN 0.5-2% BUTTERFAT; AND
4. DRY CURD COTTAGE CHEESE SHALL CONTAIN LESS THAN 0.5 PERCENT BUTTERFAT.

DATED PRODUCTS SHALL HAVE 72 HOURS FROM DATE OF DELIVERY BEFORE PRODUCTS BECOME OUT-DATED.

LIQUID PRODUCTS SHALL BE FURNISHED IN TYPE OF CONTAINER AS SPECIFIED HEREIN.

THIS IS AN INDEFINITE DELIVERY CONTRACT TO FURNISH STATE OF MARYLAND AGENCIES WITH THEIR REQUIREMENTS FOR THE SPECIFIED PRODUCTS FOR THE DURATION OF THE CONTRACT PERIOD.

QUANTITIES SHOWN ARE FOR A ONE (1) YEAR PERIOD AND ARE APPROXIMATE. THEY ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM. THIS CONTRACT DOES NOT OBLIGATE THE STATE TO PURCHASE ANY MINIMUM QUANTITY OR DOLLAR VALUE DURING THE CONTRACT PERIOD.

THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE PRICE BID, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

ITEMS MAY BE ADDED OR DELETED FROM THIS CONTRACT AS REQUIRED.

SUBSTITUTION MAY NOT BE MADE WITHOUT PRIOR CONSENT OF THE ORDERING AGENCY.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE

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REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:

MARGARET.HAJIANTONI@DGS.STATE.MD.US  
HOWARD.MCLAIN@DGS.STATE.MD.US

DURATION: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

IN THE EVENT IT BECOMES NECESSARY TO TERMINATE THE CONTRACT FOR UNSATISFACTORY PERFORMANCE, THE REMAINING PORTION OF THE CONTRACT WILL BE AWARDED TO THE NEXT LOWEST BIDDER ON RECORD IF THIS ARRANGEMENT PROVES TO BE MUTUALLY AGREEABLE.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" ARE INCORPORATED HEREIN BY REFERENCE.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
  - (I) RECEIVES STATE MONEY; AND
  - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
  - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

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(II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE  
INTERNAL REVENUE CODE:

OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106  
OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION  
OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS  
CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT  
NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO  
ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER  
PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A  
UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF  
MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A  
PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2)  
SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND,  
(3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND  
OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER  
TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER.  
CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM  
WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT  
OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE  
ENFORCED AGAINST THE STATE OF MARYLAND.

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